

<i>SERFF Tracking Number:</i>	<i>ELAS-128197242</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>MONY Life Insurance Company of America</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Informational Filing (AIUL Updated SOV with LTCSR) - MLOA</i>		
<i>Project Name/Number:</i>	<i>Informational Filing/Informational Filing</i>		

## Filing at a Glance

Company: MONY Life Insurance Company of America

Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA      SERFF Tr Num: ELAS-128197242      State: Arkansas

TOI: L09I Individual Life - Flexible Premium      SERFF Status: Closed-Accepted      State Tr Num:  
Adjustable Life      For Informational Purposes

Sub-TOI: L09I.001 Single Life      Co Tr Num:      State Status: Closed-Accepted for  
Informational Purposes

Filing Type: Form      Reviewer(s): Linda Bird  
Disposition Date: 05/02/2012

Authors: Audrey Arnold, Samra  
Mekbeb, Sabrena Lallmohamed,  
Jillian Rios

Date Submitted: 04/26/2012      Disposition Status: Accepted For  
Informational Purposes

Implementation Date Requested:      Implementation Date:

State Filing Description:

## General Information

Project Name: Informational Filing  
Project Number: Informational Filing  
Requested Filing Mode: Informational  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:

Status of Filing in Domicile: Authorized  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Individual  
Individual Market Type:  
Filing Status Changed: 05/02/2012  
State Status Changed: 05/02/2012  
Created By: Samra Mekbeb  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Samra Mekbeb  
Filing Description:  
Re: MONY Life Insurance of America (MLOA)  
(an AXA Financial Company)  
MONY's NAIC #: 0968-78077  
MONY's FEIN #: 86-0222062  
Previously Approved Individual Flexible Premium Universal Life Insurance Policy

SERFF Tracking Number: ELAS-128197242 State: Arkansas  
Filing Company: MONY Life Insurance Company of America State Tracking Number:  
Company Tracking Number:  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA  
Project Name/Number: Informational Filing/Informational Filing

with Index-Linked Interest Options, Form 12-100

Previously Approved Accelerated Death Benefit for Long-Term Care Services Rider, Form R12-10

SERFF Tracking Number: ELAS-128197242

Dear Commissioner:

Policy 12-100 and Rider R12-10 were previously approved by the Department on 03/08/2012 (SERFF Tracking Number: ELAS-127994240) and 03/07/2012 (SERFF Tracking Number: ELAS-128144834), respectively.

Please be advised that the approved policy includes a "Policy Information" section on pages 3.13 and 3.14 entitled "How the 2% Interest Guarantee Endorsement Relates to other Endorsements or Riders on Your Policy." The 2% Interest Guarantee Endorsement, Form S.12-10, was approved by the Department on the same date as the policy. In our initial submission of the policy, we included a Statement of Variable Material that corresponded to the bracketed items shown on the policy pages, including pages 3.13 and 3.14. This Statement of Variable Material specified that the text on policy pages 3.13 and 3.14 would vary to include additional rules regarding how the 2% Interest Guarantee Endorsement relates to any other attached riders or endorsements on the policy form. Therefore, we enclose a revised Statement of Variable Material, with a revision date, that includes text regarding how this endorsement relates to the approved Accelerated Death Benefit for Long-Term Care Services Rider mentioned above.

We assure the Department that no other changes will be made to the previously approved submission.

Please call me at (212) 314-3068 or Joan Robertson at (212) 314-5724 if you have any further questions or need additional information regarding this filing.

Sincerely,

Leah Tomberlin  
Vice President  
State Narrative:

## Company and Contact

### Filing Contact Information

Leah Tomberlin, Assistant Vice President	Leah.Tomberlin@axa-equitable.com
1290 Avenue of The Americas 13th Floor	212-314-3068 [Phone]
New York, NY 10104	212-314-4820 [FAX]

### Filing Company Information

SERFF Tracking Number: ELAS-128197242 State: Arkansas

Filing Company: MONY Life Insurance Company of America State Tracking Number:

Company Tracking Number:

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life

Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA

Project Name/Number: Informational Filing/Informational Filing

MONY Life Insurance Company of America CoCode: 78077 State of Domicile: Arizona  
1290 Avenue of the Americas, 14th Floor Group Code: 968 Company Type: Insurance  
Company  
New York, NY 10104 Group Name: State ID Number:  
(212) 314-2921 ext. [Phone] FEIN Number: 86-0222062  
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## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Per filing/Per Company fee is \$50.00.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
MONY Life Insurance Company of America	\$50.00	04/26/2012	58577375

SERFF Tracking Number: ELAS-128197242 State: Arkansas  
Filing Company: MONY Life Insurance Company of America State Tracking Number:  
Company Tracking Number:  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA  
Project Name/Number: Informational Filing/Informational Filing

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Linda Bird Informational Purposes		05/02/2012	05/02/2012

*SERFF Tracking Number:* ELAS-128197242 *State:* Arkansas  
*Filing Company:* MONY Life Insurance Company of America *State Tracking Number:*  
*Company Tracking Number:*  
*TOI:* L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life  
Adjustable Life  
*Product Name:* Informational Filing (AIUL Updated SOV with LTCSR) - MLOA  
*Project Name/Number:* Informational Filing/Informational Filing

## Disposition

Disposition Date: 05/02/2012

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-128197242 State: Arkansas

Filing Company: MONY Life Insurance Company of America State Tracking Number:

Company Tracking Number:

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life

Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA

Project Name/Number: Informational Filing/Informational Filing

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability (clean and marked copies)		Yes

SERFF Tracking Number: ELAS-128197242 State: Arkansas

Filing Company: MONY Life Insurance Company of America State Tracking Number:

Company Tracking Number:

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life

Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA

Project Name/Number: Informational Filing/Informational Filing

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Not applicable to this type of filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Not applicable to this type of filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Health - Actuarial Justification		
<b>Bypass Reason:</b> Not applicable to this type of filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Outline of Coverage		
<b>Bypass Reason:</b> Not applicable to this type of filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability (clean and marked copies)		
<b>Comments:</b>		

**Attachments:**  
SOV for Form generic 12-100 - with 2% Interest Guarantee Endorsement with LTCSR clean - MLOA.pdf

SERFF Tracking Number: ELAS-128197242 State: Arkansas  
Filing Company: MONY Life Insurance Company of America State Tracking Number:  
Company Tracking Number:  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: Informational Filing (AIUL Updated SOV with LTCSR) - MLOA  
Project Name/Number: Informational Filing/Informational Filing  
SOV for Form generic 12-100 - with 2% Interest Guarantee Endorsement with LTCSR marked - MLOA.pdf



# MONY LIFE INSURANCE COMPANY OF AMERICA

**Statement of Variability for Individual Flexible Premium Universal Life Insurance Policy with Index-Linked Interest Options,  
Form 12-100; 2% Interest Guarantee Endorsement, Form S.12-10; Cash Value Plus Rider, Form R11-10;  
Return of Premium Rider, Form R07-20; No Lapse Guarantee Rider, Form R11-20; Loan Extension Endorsement, Form  
S.11-10  
Rev. 5/1/12**

We have included brackets around the information shown on the policy specification pages of policy form 12-100, which correspond to the items shown in this statement of variability. In the event that the Company decides to change one of the variable factors identified below that would affect nonforfeiture testing submitted with this filing, we will resubmit a new actuarial memorandum and nonforfeiture demonstration.

## **Policy Cover Page**

**1** The “John Doe” illustrative information will vary per policy.

**2** The home office address, telephone number, and the officer’s names and titles are bracketed, as this information may change in the future.

## **Policy Information**

### **Page 3:**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> John Doe Information	The “John Doe” illustrative information will vary per policy (e.g., name, issue age, gender, rating class, base policy face amount, death benefit option, etc.).
<b>2</b> Life Insurance Qualification Test	This item may vary to state “Cash Value Accumulation Test” if such test is selected by the policy owner.
<b>3</b> Minimum Base Policy Face Amount	\$1,000 - \$500,000
<b>4</b> Minimum Amount for a Base Policy Face Amount Increase or Reduction	\$1,000 - \$25,000
<b>5</b> Maximum Attained Age for a Base Policy Face Amount Increase	This item will vary based on the insured person’s rating class. All insured persons in the same rating class will be subject to the same maximum age restriction.
<b>6</b> Minimum Initial Premium Payment	This item will vary in accordance with the insured persons’ issue age, gender, tobacco-use status, and rating class, the base policy face amount, election of any additional benefit riders, and premium mode.
<b>7</b> Minimum Premium Payment After the Minimum Initial Premium Payment	None - \$500
<b>8</b> Planned Periodic Premium	This item will vary per the amount specified by the policy owner.
<b>9</b> Planned Periodic Premium Mode	This item will vary in accordance with the payment mode that the policy owner has chosen (e.g., monthly, quarterly, semi-annually, and annually).
<b>10</b> Maximum Difference Between Annual Rates Credited and Charged on Loans	0% - 10%
<b>11</b> Minimum Loan	\$100 - \$1,000
<b>12</b> Minimum Partial Withdrawal	\$250 - \$1,000
<b>13</b> Disclosure	This item may vary to describe other events that influence the period for which the policy and coverage will continue in force.

**Policy Information-Continued**  
**S&P 500 Price Return Indexed Option with 1-Year Segment Term**  
***Choice S&P 500 Price Return Indexed Option with 1-Year Segment Term***

**Pages 3.1, 3.2:**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**S&P 500 Price Return Indexed Option with 3-Year Segment Term**  
***Choice S&P 500 Price Return Indexed Option with 3-Year Segment Term***

**Pages 3.3, 3.4:**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Cumulative Segment Guaranteed Minimum Interest Rate	0% - 33.1%
<b>8</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>9</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>10</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>11</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>12</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>13</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>14</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>15</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**Russell 2000 Price Return Indexed Option with 1-Year Segment Term**  
***Choice Russell 2000 Price Return Indexed Option with 1-Year Segment Term***

**Pages 3.5, 3.6**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**MSCI EAFE Price Return Indexed Option with 1-Year Segment Term**  
***Choice MSCI EAFE Price Return Indexed Option with 1-Year Segment Term***

**Pages 3.7, 3.8**

<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes the index for an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

## **Policy Information-Continued**

### **Pages 3.9, 3.10, 3.11 – Definitions**

This section may vary if a definition needs to be added, removed, or replaced. For example, if the Company offers an indexed option with a Monthly Point-to-Point crediting method or Point-to-Last Year Average crediting method, a definition of such method would be added to this section. Likewise, if the Company no longer offers an indexed option with a multi-year Segment Term, the definition of “Cumulative Segment Guaranteed Minimum Interest Rate” will be removed. The Company may replace definitions if any of the items shown on pages 3.1 through 3.8 are changed.

### **Page 3.12 - How Indexed Accounts Relate to Riders or Endorsements on Your Policy**

This section may vary to include additional rules regarding how the Indexed Accounts relates to any other attached riders or endorsements on the policy form.

### **Pages 3.13, 3.14— How the 2% Interest Guarantee Endorsement Relates to Other Endorsements or Riders on Your Policy**

This section may vary to include additional rules regarding how the 2% Interest Guarantee Endorsement relates to any other attached riders or endorsements on the policy form.

When the Accelerated Death Benefit for Long-Term Care Services Rider is attached to the policy form, policy page 3.14 will include the following text under the above section:

#### **ACCELERATED DEATH BENEFIT FOR LONG-TERM CARE SERVICES RIDER**

If an Accelerated Death Benefit for Long-Term Care Services Rider is included with your policy, its charge will be part of the monthly deductions from the Alternate Policy Account. The alternate monthly charge for this rider is equal to the same current monthly rate per \$1000 as we use under this rider, times the alternate net amount at risk for this rider divided by \$1000. The alternate net amount at risk for this rider depends on the policy death benefit option. For death benefit Option A, the alternate net amount at risk for this rider is the lesser of (1) the current Face Amount minus your Alternate Policy Account value (but not less than zero) and (2) the current Long-Term Care Specified Amount. For death benefit Option B, the alternate net amount at risk for this rider is the current Long-Term Care Specified Amount. The alternate monthly charge for this rider will apply while this rider and policy are in effect, but not beyond the policy anniversary nearest the insured person's 121st birthday. The alternate monthly charge for this rider will not be deducted while rider benefits are being paid. If you have elected the optional Nonforfeiture Benefit and coverage is continued as a Nonforfeiture Benefit, no additional alternate monthly charges for this rider will be due or payable thereafter.

If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions for the base policy and any other riders while benefits under this rider are being paid, we will not lapse the policy.

The last sentence of the first paragraph under the “Accumulated Benefit Lien Amount” provision of the rider is deleted and replaced by the following: “We will also reduce the Cash Surrender Value and the Alternate Cash Surrender Value as described in the “Effect of Rider Benefits on Policy” provision of this rider.”

The “Maximum Total Benefit” provision of the rider is deleted and replaced by the following: For death benefit Option A, the Maximum Total Benefit is equal to the current Long-Term Care Specified Amount. For death benefit Option B, the Maximum Total Benefit is equal to the greater of (1) the current Long-Term Care Specified Amount plus the Policy Account Value; and (2) the current Long-Term Care Specified Amount plus the Alternate Policy Account value. During any Period of Coverage, the Maximum Total Benefit is determined as of the first day of that Period of Coverage.

The first sentence and items 1 and 2 of the “Maximum Total Nonforfeiture Benefit” provision are deleted and replaced by the following:

If your coverage is continued as a Nonforfeiture Benefit, the Maximum Total Nonforfeiture Benefit will be the greatest of:

1. one month's Maximum Monthly Benefit; and
2. the sum of all monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such charges that have not been deducted while rider benefits were being paid; and
3. the sum of all alternate monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such alternate charges that have not been deducted while rider benefits were being paid.

For death benefit Option A, any partial Net Cash Surrender Value withdrawal will reduce the current Long-Term Care Specified Amount by the amount of the withdrawal, but not to less than the greater of: (1) the Policy Account Value minus the withdrawal amount; and (2) the Alternate Policy Account value minus the withdrawal amount. For death benefit Option B, the current Long-Term Care Specified Amount will not be reduced. A reduction resulting from a partial withdrawal will take effect on the date that the partial withdrawal takes effect.

The third and fourth items of subsection (A) entitled “During a Period of Coverage” under the “Effect of Rider Benefits on Policy” provision of the rider are deleted and replaced by the following:

3. Each Monthly Benefit Payment will increase the Accumulated Benefit Lien Amount by the amount of the payment (including any loan repayment). The Accumulated Benefit Lien Amount will be deducted from the base policy death benefit and the Alternate Death Benefit in determining the insurance benefit we will pay.
4. For purposes of determining the Cash Surrender Value and the Alternate Cash Surrender Value of this policy, the base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and the unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

The first item of subsection (B) entitled “After a Period of Coverage ends” under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following:

1. The base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

The last sentence of the above subsection (B) is deleted and replaced by the following: “If the reductions in the Policy Account Value and Alternate Policy Account value would each exceed the unloaned portion of the Policy Account and the unloaned portion of the Alternate Policy Account, respectively, this policy will terminate subject to the ‘Grace Period’ provision of the policy.”

Subsection (D) under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following: “If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions, the policy will terminate subject to the ‘Grace Period’ provision of the policy.”

### **Pages 3.15, 3.16, 3.17 – Index Disclosures**

The disclosures are required by Standard & Poor’s, Frank Russell Company and MSCI, as per the license agreements either executed or under negotiation with the Company. The text is bracketed in the event that Standard & Poor’s, Frank Russell Company and MSCI change the required disclosures.

### **Page 3.18 (Additional Benefit Riders)—No Lapse Guarantee Rider**

**1** Currently, the No Lapse Guarantee Period varies as follows:

It is the lesser of:

- (a) 25 years; or
- (b) the number of years from policy issue to the insured person’s attained age 90.

If the Return of Premium Rider is attached to the policy, the No Lapse Guarantee Period will be 5 years.

We may change the No Lapse Guarantee Period for new issues of the policy, ranging from 5 years to attained age 121.

**2** The No Lapse Guarantee Accumulation Rate may vary for new issues of the policy, ranging from NONE to 10% per year.

### **Page 3.19 (Table of Guarantee Premiums) —No Lapse Guarantee Rider**

1 The monthly No Lapse Guarantee Premium will vary per policy, depending on (1) the components of the base policy (e.g., face amount, rating class of the insured person, etc.), (2) election of optional riders with a charge and (3) any permanent and temporary flat extras. The monthly No Lapse Guarantee Premium is established at issue and does not change, *unless* policy changes occur that necessitate a recalculation of the premium or an automatic change (e.g., termination of a rider or a flat extra).

For issue ages less than 60, the rider has a two-tiered No Lapse Guarantee Premium structure. Such premium is lower for the first 5 policy years and higher in policy years 6+.

2 The No Lapse Guarantee Period will vary as explained in this statement of variability (see “Variable Item 1 of Page 3.18—Additional Benefit Riders”).

### **Page 4 - Table of Maximum Deductions from Premium Payments**

We have bracketed the administrative office address and phone number, as this information may change in the future.

#### **Page 4.1- Table of Maximum Monthly Deductions from the Policy Account**

1 The years shown will vary in accordance with the insured person’s issue age.

2 The per \$1,000 charge of the initial base policy face amount will vary in accordance with the insured person’s issue age and the elected death benefit option, as specified in the table shown on Page 4.1—Continued.

#### **Page 4.2 -Table of Maximum Monthly Cost of Insurance Rates**

The cost of insurance rates will vary in accordance with the insured person’s age, gender, tobacco-use status, and rating class.

#### **Page 4.3 - Table of Surrender Charges for Initial Base Policy Face Amount**

The surrender charges will vary by the insured person’s issue age, gender, and tobacco-use status.

#### **Page 4.4 -Table of Percentages (CVAT only)**

The percentages will vary in accordance with the insured person’s age, gender, tobacco-use status, and rating class.

### **Policy Last Page**

The home office address is bracketed, as this information may change in the future.

### **2% Interest Guarantee Endorsement**

The officer’s names and titles are bracketed, as this information may change in the future.

### **Cash Value Plus Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

Additionally, the minimum base policy face amount we may require for rider selection with the approved policy at issue may range from \$100,000 to \$1,000,000. Change within this range would apply only to new business issued on and after the effective date of change, and will be applied in a uniform and non-discriminatory manner.

### **Return of Premium Death Benefit Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

### **No Lapse Guarantee Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

### **Loan Extension Endorsement**

The officer’s names and titles are bracketed, as this information may change in the future.



# MONY LIFE INSURANCE COMPANY OF AMERICA

## Statement of Variability for Individual Flexible Premium Universal Life Insurance Policy with Index-Linked Interest Options, Form 12-100; 2% Interest Guarantee Endorsement, Form S.12-10; Cash Value Plus Rider, Form R11-10; Return of Premium Rider, Form R07-20; No Lapse Guarantee Rider, Form R11-20; Loan Extension Endorsement, Form S.11-10

Rev. 5/1/12

We have included brackets around the information shown on the policy specification pages of policy form 12-100, which correspond to the items shown in this statement of variability. In the event that the Company decides to change one of the variable factors identified below that would affect nonforfeiture testing submitted with this filing, we will resubmit a new actuarial memorandum and nonforfeiture demonstration.

### Policy Cover Page

1 The “John Doe” illustrative information will vary per policy.

2 The home office address, telephone number, and the officer’s names and titles are bracketed, as this information may change in the future.

### Policy Information

#### Page 3:

Variable Item	Explanation of Variable Text or Range of Values
1 John Doe Information	The “John Doe” illustrative information will vary per policy (e.g., name, issue age, gender, rating class, base policy face amount, death benefit option, etc.).
2 Life Insurance Qualification Test	This item may vary to state “Cash Value Accumulation Test” if such test is selected by the policy owner.
3 Minimum Base Policy Face Amount	\$1,000 - \$500,000
4 Minimum Amount for a Base Policy Face Amount Increase or Reduction	\$1,000 - \$25,000
5 Maximum Attained Age for a Base Policy Face Amount Increase	This item will vary based on the insured person’s rating class. All insured persons in the same rating class will be subject to the same maximum age restriction.
6 Minimum Initial Premium Payment	This item will vary in accordance with the insured persons’ issue age, gender, tobacco-use status, and rating class, the base policy face amount, election of any additional benefit riders, and premium mode.
7 Minimum Premium Payment After the Minimum Initial Premium Payment	None - \$500
8 Planned Periodic Premium	This item will vary per the amount specified by the policy owner.
9 Planned Periodic Premium Mode	This item will vary in accordance with the payment mode that the policy owner has chosen (e.g., monthly, quarterly, semi-annually, and annually).
10 Maximum Difference Between Annual Rates Credited and Charged on Loans	0% - 10%
11 Minimum Loan	\$100 - \$1,000
12 Minimum Partial Withdrawal	\$250 - \$1,000
13 Disclosure	This item may vary to describe other events that influence the period for which the policy and coverage will continue in force.

**Policy Information-Continued**  
**S&P 500 Price Return Indexed Option with 1-Year Segment Term**  
***Choice S&P 500 Price Return Indexed Option with 1-Year Segment Term***

**Pages 3.1, 3.2:**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**S&P 500 Price Return Indexed Option with 3-Year Segment Term**  
***Choice S&P 500 Price Return Indexed Option with 3-Year Segment Term***

**Pages 3.3, 3.4:**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Cumulative Segment Guaranteed Minimum Interest Rate	0% - 33.1%
<b>8</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>9</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>10</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>11</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>12</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>13</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>14</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>15</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**Russell 2000 Price Return Indexed Option with 1-Year Segment Term**  
**Choice Russell 2000 Price Return Indexed Option with 1-Year Segment Term**

**Pages 3.5, 3.6**

<b>Variable Item</b>	<b>Explanation of Variable Text or Range of Values</b>
<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point Method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

**Policy Information-Continued**  
**MSCI EAFE Price Return Indexed Option with 1-Year Segment Term**  
*Choice MSCI EAFE Price Return Indexed Option with 1-Year Segment Term*

**Pages 3.7, 3.8**

<b>1</b> Segment Term	1 – 20 Years
<b>2</b> Segment Minimum Amount	None - \$1,000
<b>3</b> Indexed Option Maximum Limit	\$50,000 – None
<b>4</b> Segment Start Date	The Segment Start Date may vary for new Segments. It may be a specific date other than the date currently shown. There will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.
<b>5</b> Segment Maturity Date	The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown.
<b>6</b> Segment Guaranteed Minimum Annual Interest Rate	0% – 10%
<b>7</b> Guaranteed Minimum Participation Rate	50% - 200%
<b>8</b> Guaranteed Minimum Growth Cap Rate	2% - 30% Additionally, this rate may also be different for segments established within the first policy year and segments established thereafter. In this instance, the guarantee will be described in the specification page as follows: “XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.”
<b>9</b> Segment Cut-Off Date	The Segment Cut-Off Date may be a specific business day we establish other than the business day currently shown.
<b>10</b> Index	The index is bracketed in the event that the publication of the index is discontinued, substantially changed, or the Company determines that the use of the index should be discontinued. If any of these events occur, the index name and corresponding disclosure will not print for future Segments. If the Company substitutes the index for an alternative index or adds a new index or indexed option, we will file for approval the appropriate documents with the Department.
<b>11</b> Text Concerning Index Dividends	This sentence will be omitted if any alternative index includes dividends.
<b>12</b> Crediting Method	This item will vary if a different crediting method is utilized, such as a Monthly Point-to-Point method.
<b>13</b> Index Performance Rate	The formula used in the calculation of such rate may vary if a different crediting method is utilized.
<b>14</b> Index-Linked Rate of Return	The formula used in the calculation of such return may vary if a different crediting method is utilized.

## **Policy Information-Continued**

### **Pages 3.9, 3.10, 3.11 – Definitions**

This section may vary if a definition needs to be added, removed, or replaced. For example, if the Company offers an indexed option with a Monthly Point-to-Point crediting method or Point-to-Last Year Average crediting method, a definition of such method would be added to this section. Likewise, if the Company no longer offers an indexed option with a multi-year Segment Term, the definition of “Cumulative Segment Guaranteed Minimum Interest Rate” will be removed. The Company may replace definitions if any of the items shown on pages 3.1 through 3.8 are changed.

### **Page 3.12 - How Indexed Accounts Relate to Riders or Endorsements on Your Policy**

This section may vary to include additional rules regarding how the Indexed Accounts relates to any other attached riders or endorsements on the policy form.

### **Pages 3.13, 3.14— How the 2% Interest Guarantee Endorsement Relates to Other Endorsements or Riders on Your Policy**

This section may vary to include additional rules regarding how the 2% Interest Guarantee Endorsement relates to any other attached riders or endorsements on the policy form.

When the Accelerated Death Benefit for Long-Term Care Services Rider is attached to the policy form, policy page 3.14 will include the following text under the above section:

#### **ACCELERATED DEATH BENEFIT FOR LONG-TERM CARE SERVICES RIDER**

If an Accelerated Death Benefit for Long-Term Care Services Rider is included with your policy, its charge will be part of the monthly deductions from the Alternate Policy Account. The alternate monthly charge for this rider is equal to the same current monthly rate per \$1000 as we use under this rider, times the alternate net amount at risk for this rider divided by \$1000. The alternate net amount at risk for this rider depends on the policy death benefit option. For death benefit Option A, the alternate net amount at risk for this rider is the lesser of (1) the current Face Amount minus your Alternate Policy Account value (but not less than zero) and (2) the current Long-Term Care Specified Amount. For death benefit Option B, the alternate net amount at risk for this rider is the current Long-Term Care Specified Amount. The alternate monthly charge for this rider will apply while this rider and policy are in effect, but not beyond the policy anniversary nearest the insured person's 121st birthday. The alternate monthly charge for this rider will not be deducted while rider benefits are being paid. If you have elected the optional Nonforfeiture Benefit and coverage is continued as a Nonforfeiture Benefit, no additional alternate monthly charges for this rider will be due or payable thereafter.

If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions for the base policy and any other riders while benefits under this rider are being paid, we will not lapse the policy.

The last sentence of the first paragraph under the “Accumulated Benefit Lien Amount” provision of the rider is deleted and replaced by the following: “We will also reduce the Cash Surrender Value and the Alternate Cash Surrender Value as described in the “Effect of Rider Benefits on Policy” provision of this rider.”

The “Maximum Total Benefit” provision of the rider is deleted and replaced by the following: For death benefit Option A, the Maximum Total Benefit is equal to the current Long-Term Care Specified Amount. For death benefit Option B, the Maximum Total Benefit is equal to the greater of (1) the current Long-Term Care Specified Amount plus the Policy Account Value; and (2) the current Long-Term Care Specified Amount plus the Alternate Policy Account value. During any Period of Coverage, the Maximum Total Benefit is determined as of the first day of that Period of Coverage.

The first sentence and items 1 and 2 of the “Maximum Total Nonforfeiture Benefit” provision are deleted and replaced by the following:

If your coverage is continued as a Nonforfeiture Benefit, the Maximum Total Nonforfeiture Benefit will be the greatest of:

1. one month's Maximum Monthly Benefit; and
2. the sum of all monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such charges that have not been deducted while rider benefits were being paid; and
3. the sum of all alternate monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such alternate charges that have not been deducted while rider benefits were being paid.

For death benefit Option A, any partial Net Cash Surrender Value withdrawal will reduce the current Long-Term Care Specified Amount by the amount of the withdrawal, but not to less than the greater of: (1) the Policy Account Value minus the withdrawal amount; and (2) the Alternate Policy Account value minus the withdrawal amount. For death benefit Option B, the current Long-Term Care Specified Amount will not be reduced. A reduction resulting from a partial withdrawal will take effect on the date that the partial withdrawal takes effect.

The third and fourth items of subsection (A) entitled “During a Period of Coverage” under the “Effect of Rider Benefits on Policy” provision of the rider are deleted and replaced by the following:

3. Each Monthly Benefit Payment will increase the Accumulated Benefit Lien Amount by the amount of the payment (including any loan repayment). The Accumulated Benefit Lien Amount will be deducted from the base policy death benefit and the Alternate Death Benefit in determining the insurance benefit we will pay.
4. For purposes of determining the Cash Surrender Value and the Alternate Cash Surrender Value of this policy, the base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and the unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

The first item of subsection (B) entitled “After a Period of Coverage ends” under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following:

1. The base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

The last sentence of the above subsection (B) is deleted and replaced by the following: “If the reductions in the Policy Account Value and Alternate Policy Account value would each exceed the unloaned portion of the Policy Account and the unloaned portion of the Alternate Policy Account, respectively, this policy will terminate subject to the ‘Grace Period’ provision of the policy.”

Subsection (D) under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following: “If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions, the policy will terminate subject to the ‘Grace Period’ provision of the policy.”

### **Pages 3.15, 3.16, 3.17 – Index Disclosures**

The disclosures are required by Standard & Poor’s, Frank Russell Company and MSCI, as per the license agreements either executed or under negotiation with the Company. The text is bracketed in the event that Standard & Poor’s, Frank Russell Company and MSCI change the required disclosures.

### **Page 3.18 (Additional Benefit Riders)—No Lapse Guarantee Rider**

1 Currently, the No Lapse Guarantee Period varies as follows:

It is the lesser of:

- (a) 25 years; or
- (b) the number of years from policy issue to the insured person’s attained age 90.

If the Return of Premium Rider is attached to the policy, the No Lapse Guarantee Period will be 5 years.

We may change the No Lapse Guarantee Period for new issues of the policy, ranging from 5 years to attained age 121.

2 The No Lapse Guarantee Accumulation Rate may vary for new issues of the policy, ranging from NONE to 10% per year.

### **Page 3.19 (Table of Guarantee Premiums) —No Lapse Guarantee Rider**

1 The monthly No Lapse Guarantee Premium will vary per policy, depending on (1) the components of the base policy (e.g., face amount, rating class of the insured person, etc.), (2) election of optional riders with a charge and (3) any permanent and temporary flat extras. The monthly No Lapse Guarantee Premium is established at issue and does not change, *unless* policy changes occur that necessitate a recalculation of the premium or an automatic change (e.g., termination of a rider or a flat extra).

For issue ages less than 60, the rider has a two-tiered No Lapse Guarantee Premium structure. Such premium is lower for the first 5 policy years and higher in policy years 6+.

2 The No Lapse Guarantee Period will vary as explained in this statement of variability (see “Variable Item 1 of Page 3.18—Additional Benefit Riders”).

### **Page 4 - Table of Maximum Deductions from Premium Payments**

We have bracketed the administrative office address and phone number, as this information may change in the future.

#### **Page 4.1- Table of Maximum Monthly Deductions from the Policy Account**

1 The years shown will vary in accordance with the insured person’s issue age.

2 The per \$1,000 charge of the initial base policy face amount will vary in accordance with the insured person’s issue age and the elected death benefit option, as specified in the table shown on Page 4.1—Continued.

#### **Page 4.2 -Table of Maximum Monthly Cost of Insurance Rates**

The cost of insurance rates will vary in accordance with the insured person’s age, gender, tobacco-use status, and rating class.

#### **Page 4.3 - Table of Surrender Charges for Initial Base Policy Face Amount**

The surrender charges will vary by the insured person’s issue age, gender, and tobacco-use status.

#### **Page 4.4 -Table of Percentages (CVAT only)**

The percentages will vary in accordance with the insured person’s age, gender, tobacco-use status, and rating class.

### **Policy Last Page**

The home office address is bracketed, as this information may change in the future.

### **2% Interest Guarantee Endorsement**

The officer’s names and titles are bracketed, as this information may change in the future.

### **Cash Value Plus Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

Additionally, the minimum base policy face amount we may require for rider selection with the approved policy at issue may range from \$100,000 to \$1,000,000. Change within this range would apply only to new business issued on and after the effective date of change, and will be applied in a uniform and non-discriminatory manner.

### **Return of Premium Death Benefit Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

### **No Lapse Guarantee Rider**

The officer’s names and titles are bracketed, as this information may change in the future.

### **Loan Extension Endorsement**

The officer’s names and titles are bracketed, as this information may change in the future.